

# **AGREEMENT**

Between

**HANOVER PARK REGIONAL HIGH SCHOOL  
DISTRICT BOARD OF EDUCATION**

And

**HANOVER PARK REGIONAL  
ADMINISTRATORS ASSOCIATION**

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**July 1, 2007 - June 30, 2009**

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**THIS AGREEMENT**, entered into as of the First day of July 2007, by and between the **HANOVER PARK REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION**, East Hanover, New Jersey, hereinafter the "Board", and the **HANOVER PARK REGIONAL ADMINISTRATORS ASSOCIATION**, hereinafter called the "Association".

**WITNESSETH THAT:**

**IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED,  
IT IS AGREED AS FOLLOWS:**

**ARTICLE I**

**RECOGNITION**

A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment as permitted by law of the employees of the Board regularly employed in the following positions:

Principals  
Assistant Principals  
District Supervisors

excluding managerial executives, confidential and all other employees.

B. Unless otherwise indicated, the term "employees" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined, and reference to male employees shall also include reference to female employees.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

A. The Board of Education, subject only to the express written provisions in effect for the duration of this Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make, amend, revise and rescind policy, rules, regulations and practices in furtherance thereof.

By way of illustration and not by way of limitation of the rights and responsibilities reserved to the Board, are the rights to executive management and administrative control of the school system and its properties and facilities of its employees; to hire, assign, promote, transfer, and retain employees covered by this Agreement within the School District; to withhold increments and raises; to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to create, abolish, fill or fail to fill any position; to decide upon the means and methods of the evaluation of the efficiency of employees' performance, and the duties, responsibilities and assignments of employees with respect thereto; to maintain the thoroughness and efficiency of the School District operations entrusted to it; to introduce new or improved methods and facilities; to contract out for such goods and services as may be permitted by law; and to take whatever other actions as may be necessary to accomplish the mission of the School District in any situation.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption, amendment and revision of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the Laws of the State of New Jersey and the Constitution and the Laws of the United States.

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

A. Definition:

1. A "grievance" shall mean a complaint in writing by an employee or group of employees or the Association that there has been to him or them a violation, misinterpretation, or inequitable application of Board policy affecting terms and conditions of employment, a violation, misinterpretation or inequitable application of this Agreement, or a violation, misinterpretation or inequitable application of an administrative decision affecting terms and conditions of employment.

A grievance to be considered under this procedure must be initiated by the aggrieved party within five (5) calendar days of the time that the aggrieved party knows or should have known of its occurrence, otherwise the same shall be deemed to have been abandoned. The term "grievance" shall not include the following:

- (a) Matters where a specific method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education or by the State Board of Education;
  - (b) Matters which according to law are beyond the scope of Board authority;
  - (c) Any matter the determination of which would require an act by the Board of Education which it is without legal authority to do;
  - (d) A complaint of a non-tenured employee which arises by reason of his not being re-employed.
2. As used in the above definition, the term "group of employees" shall mean a group of employees having a common grievance.
3. An aggrieved party is the person or persons or the Association claiming the grievance.

**B. Procedure:**

- 1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Time periods contained in the grievance procedure may be extended by mutual agreement of the parties in writing.
- 3. It is understood that aggrieved parties shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board.
- 4. Since it is important that grievances be processed as rapidly possible, every effort should be made to expedite the process. Any aggrieved party may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative of his own choosing.

5. The aggrieved party shall initiate the grievance procedure by setting forth his grievance in writing to the Superintendent. Failure to do so shall be deemed to be a waiver of or an abandonment of the grievance. The Superintendent shall communicate his decision to the aggrieved party in writing within twenty (20) calendar days of receipt of the written grievance.

6. If the grievance is not resolved to the aggrieved party's satisfaction, he, no later than seven (7) calendar days after the receipt of the Superintendent's decision, may request a review by a Committee of the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. A Committee of the Board shall review the grievance and may, at the option of the Committee, hold a hearing with the grievant, and the Board shall render a decision in writing within thirty-five (35) calendar days of the receipt of the grievance by the Board. The decision of the Board shall be final and binding.

#### **ARTICLE IV**

##### **SALARIES**

A. The Salary Guides for the unit for 2007-08 and 2008-09 are attached hereto and made a part hereof and shall be designated as Schedules "A-1" and "A-2".

B. Unit members shall be entitled to the longevity payments set forth in the attached Schedule "B". A member of the teaching staff who has obtained eligibility for a longevity stipend during his or her service as a teaching staff member, and who is promoted to an administrative position in the unit, shall be credited with the ten (10) years of administrative longevity upon his or her administrative appointment and commencement of service in such capacity.

#### **ARTICLE V**

##### **SICK LEAVE**

A. Twelve-month full-time Administrators are permitted sick leave with full pay for eleven (11) days each year. Unused sick days shall be accumulated. Sick leave is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of contagious disease, or being quarantined for such a disease in the immediate household. The Board may require a physician's certificate at any time following an employee's use of a sick day.

B. Administrators will be notified by September 30 of the accumulated sick days as of the end of the prior school year.

C. Compensation for Unused Sick Days:

1. Upon retirement for service and age from a State administered retirement system, each Administrator who has accumulated at least fifty (50) sick leave days shall be entitled to receive a lump sum retirement payment for earned and unused accumulated sick leave not to exceed \$5,000.00 based on \$50.00 per day for each day of earned and unused sick leave. An employee who elects a deferred retirement benefit shall not be eligible for the retirement payment.
2. Notice of intention to claim the benefits provided herein must be made in writing to the Board on or before November 1<sup>st</sup> prior to the year in which the retirement becomes effective. In the event an employee fails to give notice by November 1<sup>st</sup> for the reason that such employee has not at that time determined to retire, but subsequently, due to some unforeseen reason such employee is compelled to retire, the employee shall give notice of the condition causing the retirement as soon as possible. In the event such employee demonstrates valid reason to waive the November 1<sup>st</sup> notice date, he or she will receive the benefit provided for. The Board, however, may defer payment of all or part of the benefit to the year following the retirement.

**ARTICLE VI**

**MATERNITY LEAVE OF ABSENCE**

A. The term "maternity leave" does not refer to an involuntary absence from work solely while an employee is physically disabled from work during or following pregnancy. Such an absence is governed by the sick leave provisions of Article V of this Agreement. The term "maternity leave" refers to a voluntary absence from work to prepare for the birth of a child or to care for the child after its birth. A pregnant employee who wishes to request maternity leave may either:

1. Request a maternity leave beginning before the birth, while she is still physically able to work, and ending after the birth. (By choosing to leave work before she is physically disabled, the employee forfeits the use of sick leave during the subsequent period of disability); or
2. Work until she becomes physically disabled, use her sick leave during the period of disability, and use maternity leave to care for the child after she has recovered from pregnancy related disability.

An employee shall be considered temporarily disabled for the period of four (4) weeks before the expected due date of the child and four (4) weeks following the delivery of the child. During this period, the employee may use all or any part of her annual and accumulated sick leave without having to produce a physician's certificate that she is disabled. The employee shall deliver to the Superintendent a physician's certificate stating the expected delivery date of the child.



B. Procedure:

Maternity leave without pay may be granted in the sole discretion of the Board of Education in accordance with the following procedure:

1. All initial applications for maternity leave, and applications for extensions or reductions of maternity leave, shall be made in writing to the Superintendent.
2. Any employee intending to apply for maternity leave shall advise the Superintendent as soon as possible. The employee's request for maternity leave shall be in writing to the Superintendent at least ninety (90) days prior to the date she wishes her leave to commence. Such written request shall specify the date when the employee wishes her leave to commence and to terminate.
3. Following the granting of such leave, the employee may request a reduction of maternity leave. Such request shall be in writing to the Superintendent. The Board may grant such proposed reduction. The Board may require the employee to produce a certificate from her physician stating that she is physically able to work effectively at her assigned duties.
4. The Board may require an employee during her pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duty to which she has been assigned.
5. In the event of any question as to the condition of the pregnant employee, a conference shall be arranged between the Board's physician and the employee's attending physician. If the employee's physician and the Board's physician disagree as to the employee's fitness, then the Board shall select a third impartial physician, who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of the employee's fitness to continue in her assignment.
6. Nothing stated herein is intended to restrict the right of the Board to discipline any pregnant employee for any cause not related solely to the pregnancy.
7. If an employee has been actively employed prior to childbirth and continues to be disabled beyond the four (4) week presumption of disability following childbirth, said employee may use any sick leave benefits to which she is entitled, provided that the employee's physician provides the Board with a certificate attesting to her inability to resume employment. The Board reserves the right to verify the employee's disability. If the employee whose disability is caused by childbirth wishes to return to her duties prior to the expiration of the recuperative period, she must present medical certification of fitness to the Board. The Board reserves the right to verify her medical

certification. If the Board of Education's physician and the employee's physician disagree as to the employee's fitness, then the Board shall select a third impartial physician, who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of the employee's fitness to return to her duties prior to the expiration of the recuperative period.

8. The Board may require that an employee receiving maternity leave not accept full-time employment, or undertake any employment or full-time study during all or part of the period of the maternity leave which would interfere with the purpose of such leave.

9. Time spent on maternity leaves of absence shall not count towards salary guide placement experience, sick leave accumulation, etc.

C. Paternity Leave of Absence:

The Board may, in its sole discretion, grant any male employee an unpaid leave of absence to provide necessary care for his newborn child to the same extent and by the same procedure provided for maternity leaves above, provided, however, that if both parents are employees of the Board, only one parent may apply for child rearing or maternity leave.

## ARTICLE VII

### VACATION

A. Twelve-month full-time Administrators employed prior to July 1, 2007 are permitted twenty-five (25) days of annual vacation. Twelve-month full-time Administrators employed on or after July 1, 2007 are permitted annual vacation days according to the following schedule:

Years	Days
1-5	22
6-7	23
8-9	24
10+	25

All vacation entitlement must be used within the fiscal year immediately following the year in which

the vacation was earned, *e.g.* vacation earned in 2007-08 is utilized in 2008-2009. In rare instances, the Superintendent may approve accumulation of five days of vacation in the next succeeding fiscal year, *e.g.* for vacation earned in 2007-08, and not fully utilized in 2008-2009, up to and including five accumulated days may be carried over into the 2008-2009 fiscal year if approved by the Superintendent. Up to three (3) vacation days may be taken with the prior approval of the Superintendent when schools are in session. In unusual circumstances as determined on a case-by-case basis additional vacation days may be taken with the prior approval of the Superintendent when schools are in session.

## **ARTICLE VIII**

### **HOLIDAYS**

- A. Full-time Administrators are permitted twelve (12) annual paid holidays, as annually adopted by the Board.
- B. All recognized holidays falling on Saturday should be considered as falling on Friday and if on Sunday, as falling on Monday.
- C. Other paid vacation days may be granted by the Board of Education during periods when schools are not in session.

## **ARTICLE IX**

### **TEMPORARY ABSENCES**

A. Absences permitted are for brief periods not chargeable to sick leave. The provisions for leave at full pay, stated below, shall be for one (1) school year and shall not be accumulative for use in another school year. The intent in providing personal leave days is to grant paid leave for substantial emergent matters. Where possible, every effort should be made by the Administrator to conduct personal affairs or business outside school hours so that the interruption of the Administrator's service to the District will be at a minimum.

- 1. *Death in the Immediate Family* - An allowance for a reasonable length of time up to five (5) days leave shall be granted upon request. Immediate family shall be construed to mean the Administrator's parent, spouse, sibling, child or spouse's parent. Also included shall be any other

relative of the Administrator who resides as a member of the Administrator's immediate household.

2. *Serious Illness in the Immediate Family* - An allowance for a reasonable length of time of up to two (2) days shall be granted upon request to care for a member of the immediate family as defined above.

3. *Personal Days* - An allowance of up to a total of two (2) days under this Article shall be granted by the Superintendent or his designee in any school year for other reasons, including religious holidays.

B. Requests for personal leave under this Article must be presented in writing forty-eight (48) hours in advance to the Superintendent or his designee. In cases of emergencies, the request may be by telephone or telegraph and followed up with a written notification to the Superintendent.

C. For the protection of the Administrator, and for proper payroll accounting and audit, every absence for a full day or more must be accounted for in writing and reported to the Superintendent.

D. Requests for personal leave under Paragraph A.(3) above shall not be granted on days preceding or following school vacation periods or a holiday, except in cases of emergency.

E. Extensions to any temporary leaves of absence referred to in Paragraph A. as outlined above may be made in the sole discretion of the Superintendent.

F. Continuing Professional Development:

1. The immediate supervisor shall have the discretion to grant professional day absences from school for attendance at professional training sessions (whether seminars, conferences or other format) which he or she considers to be of general benefit to the Administrator or the District, whether or not such attendance by the Administrator is related to or part of a State requirement for such Administrator's continuing professional education. The grant or denial of professional day absences shall not be grievable, except that where the immediate supervisor is other than the Superintendent, his or her decision may be appealed to the Superintendent. Expense reimbursement, if any, for attendance at such sessions shall be pursuant to and in accordance with District policy.

2. Except as provided above for allowed professional days and expense reimbursement, the District shall not be required to grant professional day absences or pay expenses of any nature for attendance at any sessions (whether seminars, conferences or other format) where such attendance is related to or is part of a requirement of the State for the Administrator's continuing professional education or to remain in good standing. Some examples of non-reimbursable expenses are costs of travel, registration, tuition charges and other fees.

## **ARTICLE X**

### **HEALTH AND DENTAL INSURANCE**

A. The Board agrees to continue during the current contract term the health insurance benefits being provided at the time of execution of this Agreement, provided, however, the Board may substitute other insurance carriers so long as the insurance coverages are the same as or better than those now being provided.

B. The Board shall pay seventy-five (75%) percent of the premium per employee for the same full-family dental plan provided to District teachers, and each employee shall pay twenty-five (25%) percent of such premium through the payroll deduction plan.

1. The Board will pay a licensed physician up to \$350.00 per employee per school year for the provision of a comprehensive medical examination. This payment is intended to cover any excess cost beyond any amount covered under the employee's health insurance coverage, which shall first be utilized to pay for such examination. Copies of the medical examination report shall be made available to the Board and the employee.

2. In addition to the foregoing, the Board will reimburse each employee up to \$700.00 per school year for the employees's payment of medically related expenses which are not otherwise reimbursed under any insurance policy and which are determined to be necessary by a licensed medical or dental provider. Eligible items for reimbursement include, but are not limited to, medical prescriptions, eye examinations, purchase of eyeglasses, payment of deductibles under medical or dental insurance plans, and medical fees which exceed insurance coverage.

## **ARTICLE XI**

### **GRADUATE TUITION REIMBURSEMENT**

A. Reimbursement by the Board to Administrators pursuing graduate studies shall be under the following conditions and provisions:

1. For graduate courses in Administration and Supervision. Other courses may be requested and approved for reimbursement in the discretion of and with the final consent of the Superintendent.

2. Limited to courses for which a final grade of A or B has been earned, as determined by an official transcript.

3. All courses are to be taken as follows at an accredited college or university as recognized by the New Jersey State Department of Education:

a. By physical attendance at classes and completion of the prescribed work in the course or courses offered by the accredited college or university; or

b. By completion of the prescribed work for the course or courses offered by the accredited college or university over the Internet during an academic term. To be accepted for reimbursement, Internet courses must be offered by an accredited college or university that offers the same course to students in physical attendance at the institution, subject to sufficient students enrolling for the course; the institution must offer a graduate degree in the subject area of the proposed Internet course and accept the specific Internet course in meeting requirements for that degree; and the institution must conduct accredited "in attendance" degree programs rather than offer just Internet and/or correspondence courses.

4. In order to receive reimbursement, the applicant must be in the employ of the school at the time the claim is made and must present a receipt of payment from the college or university, together with an official transcript and claim form. An applicant who wishes to be reimbursed for graduate credits taken during the spring or summer term of any given year must have been granted and have accepted an employment contract for the following year. Reimbursement will be subject to the following limitations:

(a) The basic rate is established at \$50.00 per credit.

(b) Actual credit charges less than \$50.00 per credit will be reimbursed at the actual credit charge.

(c) If the actual credit charge is less than \$50.00, the applicant may also include for reimbursement related laboratory and/or registration fees, provided the total does not exceed \$50.00 per credit. No consideration for related fees will be given when the actual credit charge exceeds \$50.00 per credit. If total of actual credit charges and related fees is less than \$50.00, then this total actual charge will be paid.

(d) If the total actual charge per credit exceeds \$50.00, the applicant will be reimbursed at the rate of \$50.00 per credit or 75% of the actual total charges, whichever is greater.

5. Applicants must have competed two (2) full years of employment in the Hanover Park Regional High School District to be eligible.

6. Applications and requests are to be submitted to the Superintendent and be approved before enrolling for course work. The following dates apply:

Application Deadlines

June 30 for summer school courses

September 30 for fall semester courses

February 15 for spring semester courses

7. In any semester during the school year, reimbursement will be made for no more than two (2) courses.

8. In addition to the provisions contained herein, effective July 1, 2007 there will be established a career limit on tuition reimbursement for all employees as follows:

a. Tuition reimbursement for all graduate courses completed after July 1, 2007. there will be a career limit of \$4,000 while an employee of the Board.

ARTICLE XII

## **MISCELLANEOUS PROVISIONS**

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. This Agreement incorporates the entire understanding of the parties on all issues covered and provided for herein, or which could have been covered and provided for herein, and during the term of this Agreement, neither party shall be required to re-negotiate concerning said issues for the period covered herein.

D. Whenever any notice is required to be given in writing by either of the parties to this Agreement to the other, either party shall do so personally or by certified mail - return receipt requested, to the following addresses:

1. If by the Association, to the Secretary of the Board at 75 Mt. Pleasant Avenue, East Hanover, New Jersey 07936.
2. If by the Board, to the President of the Association at his/her assigned school.

E. The Board of Education will reimburse for travel, food and lodging incurred by an Administrator on approved school business, subject to the following conditions:

1. All day trips must have had the prior approval of the Administrator's immediate supervisor.
2. All overnight trips must have had the prior approval of the Superintendent. Reimbursement for any approved overnight trip shall be limited to a maximum amount which will be determined by the Superintendent at the time the trip is approved.

F. Administrators in the unit will receive leave of two (2) days without loss of pay for the purpose of attending the PSA State Convention, provided that the two (2) days are not days during which the District Schools are in session. Administrators will attend the convention at their own expense and will not be reimbursed by the Board for any costs or expenses related to the Convention or attendance thereat.

## **ARTICLE XIII**

### **DURATION OF AGREEMENT**

A. This Agreement shall be effective as of July 1, 2007, and shall continue in effect until



June 30, 2009.

- B. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the dates set forth below.

HANOVER PARK REGIONAL  
ADMINISTRATORS ASSOCIATION

HANOVER PARK REGIONAL HIGH  
SCHOOL DISTRICT BOARD OF  
EDUCATION

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Secretary

DATED:

DATED:

<b><u>SCHEDULE "A-1</u></b> <b>2007-2008</b>				
<b>STEP</b>	<b>PRINCIPAL</b>	<b>SUPERVISOR</b>	<b>ASST. PRINCIPAL OPERATIONS</b>	<b>ASST. PRINCIPAL ATHLETIC DR.</b>
1	135,785	121,636	118,382	116,035
2	137,231	122,932	119,643	117,271
3	138,849	124,334	120,877	118,619
4	140,166	125,740	122,231	119,967
5	142,084	127,246	123,525	121,315
6	143,703	128,598	124,819	122,663
7	145,019	130,060	126,113	123,932
8	146,934	131,736	127,407	124,995
9	148,550	132,815	128,701	126,140
10	150,165	134,196	129,995	127,246
11	151,780	135,581	131,190	128,351
12	153,396	136,967	132,583	130,106
<b><u>SCHEDULE "A-2</u></b> <b>2008-2009</b>				
1	140,333	125,711	122,348	119,922
2	141,828	127,050	123,651	121,199
3	143,500	128,499	124,989	122,593
4	145,172	130,004	126,266	123,986
5	146,443	131,459	127,663	125,379
6	148,517	132,957	129,001	126,772
7	150,187	134,368	130,338	128,084
8	151,319	135,838	131,676	129,224
9	153,526	137,486	133,013	130,326
10	155,195	138,691	134,350	131,508
11	156,865	140,123	135,688	132,651
12	158,534	141,555	136,726	135,061

**SCHEDULE "B"**

**LONGEVITY STIPEND 2007-2009**

YEARS OF SERVICE AS AN ADMINISTRATOR IN THE DISTRICT COMPLETED AS OF  
JUNE 30 OF THE PRECEDING SCHOOL YEAR:

STIPEND  
AMOUNT\*

TEN (10) YEARS:	\$ 1,500
FIFTEEN (15) YEARS:	\$ 2,000
TWENTY (20) YEARS:	\$ 2,500
TWENTY-TWO (22) YEARS:	\$ 3,000

\*STIPEND AMOUNTS ARE NOT CUMULATIVE